

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Hong Q. Bui
Appl. No.	:	09/457,839
Filed	:	December 9, 1999
For	:	SYSTEM AND METHODS FOR FACILITATING TRANSACTIONS ON, AND PERSONALIZING WEB PAGES OF, THIRD PARTY WEB SITES
Examiner	:	Cristina Sherr
Group Art Unit	:	3621

INTERVIEW SUMMARY AND
COMMENTS ON STATEMENT OF REASONS FOR ALLOWANCE

United States Patent and Trademark Office
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This communication is responsive to the Notice of Allowance issued on March 29, 2011, and is being filed together with the Issue Fee.

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COMMENTS ON STATEMENT OF REASONS FOR ALLOWANCE

Applicant respectfully objects to the Examiner's statement that "almost all the general terms in the claims may have multiple meanings," and that "the inventor's lexicography must prevail." The claims are properly construed according to general claim construction principles, including the following:

"In the absence of an express intent to impart a novel meaning to claim terms, an inventor's claim terms take on their ordinary meaning [T]he ordinary meaning must be determined from the standpoint of a person of ordinary skill in the relevant art." *Teleflex, Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1325 (Fed. Cir. 2002). The ordinary and customary meaning may be determined by reviewing a variety of sources, including the claims themselves; dictionaries and treatises; and the written description, drawings, and prosecution history. *Ferguson Beauregard, v. Mega Sys., Inc.*, 350 F.3d 1327, 1338 (Fed. Cir. 2003); *see also Vitronics*, 90 F.3d 1584, n. 6 ("Judges . . . may also rely on dictionary definitions when construing claim terms, so long as the dictionary definition does not contradict any definition found in or ascertained by a reading of the patent documents."). The ordinary and customary definition will be overcome if the patentee has acted as his or her own lexicographer in explicitly setting forth a definition of a claim term different from its ordinary meaning or if "the inventor has disavowed or disclaimed scope of coverage, by using words or expressions of manifest exclusion or restriction, representing a clear disavowal of claim scope." *Phillips v. AWH Corp.*, 415 F.3d 1303, 1319 (Fed. Cir. 2005). (citing *Texas Digital Sys., Inc. v. Telegenix, Inc.*, 308 F.3d 1193, 1204 (Fed. Cir. 2002)).

If the Examiner believes Applicant has acted as his own lexicographer in connection with certain claim terms, she is respectfully requested to identify those terms and explain how they are being construed.

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INTERVIEW SUMMARY

On November 16, 2010, Applicant's representative, Ronald Schoenbaum, conducted a telephone interview with Examiner Sherr to discuss a possible Examiner's Amendment in view of the Board decision. An agreement was reached to cancel claims 44, 45, and 67-69, and to amend claim 41 as set forth in the Notice of Allowance to overcome the rejection under section 101.

On March 7, 2011, Examiner Sherr contacted Mr. Schoenbaum to indicate that revisions to the "brief description of the drawings" were needed. An agreement was reached to amend the drawing description as set forth in the Notice of Allowance.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: March 31, 2011

By: /Ronald J. Schoenbaum/

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